

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1   1</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0001</div>		3. EFFECTIVE DATE <div style="text-align: center;">10-Jul-2003</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">W807PM-3129-6996</div>		5. PROJECT NO.(If applicable)	
6. ISSUED BY VBURG CONSOL CONTRACTING 4155 CLAY ST VICKSBURG MS 39183-3435		CODE <div style="text-align: center;">DACW38</div>		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. DACW38-03-B-0029			
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 20-Jun-2003			
				<input type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO.			
				<input type="checkbox"/> 10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Reference Invitation for Bids No. DACW38-03-B-0029 for FC/MR&T (Maintenance), Yazoo Basin, Sardis Lake, Lafayette County, MS, Realignment of Existing Boat Launching Facilities, Wyatt's Crossing, scheduled to open 22 Jul 03, 1400 Hours, is amended as follows:  WAGE DETERMINATION: Pages 15 thru 18. Wage Determination No. MS020022 is replaced by revised Wage Determination No. MS030022.  TECHNICAL SPECIFICATION: SECTION 01000, GENERAL CONTRACT REQUIREMENTS, is reissued in its entirety. Paragraph 1.31, WORK ON BOAT LAUNCHING RAMPS has been added.  Pages revised by this amendment have the notation "Revised by Amendment 0001" at the bottom of the page. Text added by this amendment is shown as underlined. Enclosures are as noted above.  Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  10-Jul-2003	

**WAGE DETERMINATION**

**THE FOLLOWING ARE ATTACHED:**

**ATTACHMENT 1 – GENERAL WAGE DECISION NUMBER MS030022**

## General Decision Number MS030022

General Decision Number MS030022  
Superseded General Decision No. **MS020022**  
State: Mississippi  
Construction Type: FLOOD CONTROL  
County(ies): STATEWIDE  
\*RIVER, HARBOR AND FLOOD CONTROL PROJECTS  
FOR CONSTRUCTION OF ALL RIVER, HARBOR AND FLOOD CONTROL WORK  
ON THE MISSISSIPPI RIVER AND TRIBUTARIES - (EXCLUDING ANY  
CONTRACTS FOR ANY PHASE OF CONSTRUCTION OF A LOCK AND DAM)  
MISSISSIPPI - EXCEPT THE METROPOLITAN AREAS OF GREENVILLE,  
NATCHEZ AND VICKSBURG  
Modification Number      Publication Date  
0                              06/13/2003

COUNTY(ies):

STATEWIDE

SUMS2056A 12/18/1991

	Rates	Fringes
CARPENTERS	5.80	
LABORERS:		
UNSKILLED	5.15	
REVTMENT & DIKES	5.15	
CHAIN SAW OPERATOR OR FILER	5.15	
AIR TOOL OPERATOR	5.15	
POWER EQUIPMENT OPERATOR:		
PILEDRIIVER OPR., MECHANIC		
(HEAVY EQUIP.), CRANES,		
DERRICKS, DRAGLINES, WELDER,		
POWER SHOVELS & BACKHOES,		
MIXER (CONCRETE, 21 CU. FT. &		
OVER), ASPHALT PLANT OPR.,		
TRENCHING MACHINE (OVER 18")	7.75	.05
BULLDOZER (FINISHER, PUSH CAT &		
ON BARGES), MOTOR PATROL		
FINISHER, SCRAPER & LIKE EQUIP.,		
FRONT END LOADER, BACKHOE (TRACTOR		
MOUNTED) ASPHALT FINISHER OR		
SPREADING MACHINE, WELL POINT		
SYSTEM OPR., SELF PROPELLED		
LOADER (CONVEYOR TYPE)	6.95	.05
FIREMAN (HEAVY CONSTRUCTION),		
PILEDRIIVER, LEADSMAN, WINCHMAN	5.90	.05
ASPHALT PLANT DRYER OPR., ASPHALT		
DISTRIBUTOR, ASPHALT ROLLER, BULL-		
DOZER (ROUGH, INCL. DISC, PLOW,		
OR ROLLER), MOTOR PATROL (HAUL		
ROADS), TRENCHING MACHINE (18"		
& UNDER), SELF-PROPELLED ROLLER		
(EXCEPT ASPHALT, END DUMP EQUIP.		
(OFF HIGHWAY), MIXER (CONCRETE		
UP TO 21 CU. FT.), BOTTOM DUMP		
EUCLIDS (AND LIKE EQUIPMENT)	5.35	.05

Revised by Amendment 0001

OILER, PUMP, GREASER, TRACTOR  
(FARM TYPE INCL. DISC, PLOW OR  
ROLLER)

5.15 .05

TRUCK DRIVERS:

1 1/2 TONS OR LESS

5.15

OVER 1 1/2 TONS

5.15

-----  
WELDERS - Receive rate prescribed for craft performing operation  
to which welding is incidental.  
-----

WELDERS - Receive rate prescribed for craft performing operation  
to which welding is incidental.  
=====

Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29 CFR 5.5(a)(1)(ii)).  
-----

In the listing above, the "SU" designation means that rates  
listed under that identifier do not reflect collectively  
bargained wage and fringe benefit rates. Other designations  
indicate unions whose rates have been determined to be  
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can  
be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a  
position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests  
for summaries of surveys, should be with the Wage and Hour  
Regional Office for the area in which the survey was conducted  
because those Regional Offices have responsibility for the  
Davis-Bacon survey program. If the response from this initial  
contact is not satisfactory, then the process described in 2.)  
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal  
process described here, initial contact should be with the Branch  
of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an  
interested party (those affected by the action) can request  
review and reconsideration from the Wage and Hour Administrator  
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

- 4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01000

GENERAL CONTRACT REQUIREMENTS

PART 1 GENERAL

- 1.1 REFERENCES
- 1.2 PARTNERING
- 1.3 RIGHTS-OF-WAY
- 1.4 PRECONSTRUCTION CONFERENCE
- 1.5 NOTIFICATION OF AREA ENGINEER BEFORE BEGINNING WORK
- 1.6 ORDER OF WORK
- 1.7 PROGRESS CHART
- 1.8 DESIGNATED BILLING OFFICE
- 1.9 PAYMENT INVOICES
- 1.10 TEMPORARY PROJECT FENCING
- 1.11 AS-BUILT DRAWINGS
- 1.12 PROJECT SIGN (APR 1991)
- 1.13 MINIMUM REQUIRED INSURANCE
- 1.14 WORK IN QUARANTINED AREA
- 1.15 CERTIFICATES OF COMPLIANCE
- 1.16 PROCESS FOR OBTAINING CURRENT REQUIREMENTS OF THE U.S. ARMY CORPS  
OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1)
- 1.17 SAFETY SIGN
- 1.18 ACCIDENT PREVENTION PLAN
- 1.19 DAILY INSPECTIONS
- 1.20 ACCIDENT INVESTIGATIONS AND REPORTING
- 1.21 MACHINERY AND MECHANIZED EQUIPMENT
- 1.22 VEHICLE WEIGHT LIMITATIONS
- 1.23 PUBLIC UTILITIES
- 1.24 DAMAGE TO WORK
- 1.25 ENERGY CONSERVATION
- 1.26 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
- 1.27 CONTROL OF ACCESS TO CONSTRUCTION AREAS
- 1.28 MAINTENANCE OF TRAFFIC
- 1.29 HARBOR MAINTENANCE FEE
- 1.30 LAKE OPERATIONS
- 1.31 WORK ON BOAT LAUNCHING RAMPS

PART 2 PRODUCTS

PART 3 EXECUTION

-- End of Section Table of Contents --

## SECTION 01000

### GENERAL CONTRACT REQUIREMENTS

#### PART 1 GENERAL

##### 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

##### CODE OF FEDERAL REGULATIONS (CFR)

19 CFR 24.24	Harbor Maintenance Fee
33 CFR 156	Oil and Hazardous Material Transfer Operations

##### 1.2 PARTNERING

The Government encourages formation of informal project partnerships on all projects. A project partnership strives to utilize a cooperative working relationship to jointly establish and effectively reach mutual project execution goals. The partnering process will in no way relax or stiffen the requirements of the contract, but will enhance the likelihood of success through improved working relationships. The possibility of an informal partnership may be discussed at the Pre-construction Conference for this project.

##### 1.3 RIGHTS-OF-WAY

- a. The rights-of-way for the work to be constructed under this contract will be provided by the Government without cost to the Contractor. If these rights-of-way are used by the Contractor, he shall, at his own expense, do all work necessary to make such rights-of-way suitable for traveling to and from the worksite. Upon completion of the Contractor's work, any such rights-of-way furnished by the Government shall be left in a condition satisfactory to the Contracting Officer.
- b. When so directed by the Contracting Officer, the Contractor shall, without expense to the Government and at any time during the progress of the work when it is not being actively used for contract operations, promptly vacate and clean up any part of the Government grounds or rights-of-way that have been allotted to or have been in use by the Contractor.
- c. The Contractor shall not obstruct any existing roads on lands controlled by the United States except with written permission of the Contracting Officer and shall maintain such roads in as good condition as exists at the time of commencement of work under this contract.
- d. The Contractor shall procure, without expense to the Government, all additional lands, access roads, or rights-of-way necessary for his use in the performance of the work or as required by his method of

operation. The Contractor shall submit written evidence to the Contracting Officer that he has obtained the rights-of-way from the property owners. The written evidence shall consist of an authenticated copy of the conveyance under which the Contractor acquired such rights-of-way, prepared and executed in accordance with the laws of the State in which the land is located. The Contractor shall also obtain from the owners a release for the Government for any damages which may result from his use of such rights-of-way. The written conveyance and release shall be provided to the Government prior to use of Contractor obtained additional lands, access roads, or rights-of-way. If temporary rights-of-way are obtained by the Contractor the period of time for those rights shall coincide with Section 00800 SPECIAL CONTRACT REQUIREMENTS, paragraph COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK, plus a reasonable time for any extension granted for the completion of the work. Any agreements or permits with levee boards, counties, parishes, municipalities, or other political subdivisions for moving material and equipment will be the responsibility of the Contractor and will be obtained at no expense to the Government. Any delays to the Contractor resulting from delays in procuring such additional lands, access roads, rights-of-way, or permits for moving material and equipment for his work under this contract will not be a basis for any claim for increase in the cost of this contract. The Contractor shall make his own investigations to determine the conditions, restrictions and difficulties which may be encountered in acquiring such rights-of-way and in the transportation of material and equipment. In addition, the Contractor shall be solely liable for any and all damages and claims of any nature whatsoever arising from or growing out of the acquisition and use of rights-of-way, etc. other than those furnished by the Government.

e. Other than project lands, the United States will not provide access or rights-of-way over any public lands and will not be responsible for acquiring such.

f. The Contractor shall repair at no expense to the Government, any and all damage to any existing roads when such damage is a result of his operations under this contract. (CEMVK-OC, 1989)

#### 1.4 PRECONSTRUCTION CONFERENCE

a. A preconstruction conference will be arranged by the Area Engineer as soon after contract award as possible, and the conference will be conducted before work is allowed to commence. The Area Engineer will notify the Contractor of the time, date, and location for the meeting. At this conference, the Contractor will be oriented with respect to contract administration procedures, lines of authority, and construction matters. All known subcontractors performing at least 20 percent of the contract are required to attend this conference. Additional conferences may be established by the Area Engineer for any major subcontractors unknown at the time of the initial conference.

b. Submission by the Contractor of the items listed below will determine the date of the conference. The following items shall be submitted to the Area Engineer for review at least seven (7) calendar days prior to the preconstruction conference:

- (1) Accident Prevention Plan
- (2) Environmental Protection Plan



(3) Quality Control Plan

c. The Contractor shall bring to this conference, in completed form the following:

(1) Letter of superintendent appointment and authority

(2) List of subcontractors

d. The Contractor should bring to this conference, or at least be prepared to discuss, the following:

(1) Submittal register

(2) Progress chart or Network Analysis System (as applicable)

e. Minutes of this conference will be taken and prepared by the Area Engineer and sent to the Contractor for his concurrence and signature.

1.5 NOTIFICATION OF AREA ENGINEER BEFORE BEGINNING WORK

At least 7 days before beginning work and at least one day before resuming work after a period of 7 days or more when no work has been performed, the Contractor shall notify U.S. Army Corps of Engineers, Mr. Sam Horton, Area Engineer, Greenwood Area Office, P.O. Box 946, Greenwood, Mississippi 38935-0946, Telephone (662) 453-5531.

1.6 ORDER OF WORK

The work shall be carried on in accordance with the Progress Chart (schedule) required by paragraph (a) of the Contract Clause SCHEDULES FOR CONSTRUCTION CONTRACTS.

1.7 PROGRESS CHART

The progress chart required by provisions of paragraph (a) of the Contract Clause SCHEDULES FOR CONSTRUCTION CONTRACTS shall be prepared on ENG FORM 2454, copies of which will be furnished to the Contractor by the Government. SIX (6) COPIES OF THE SCHEDULE WILL BE REQUIRED.

1.8 DESIGNATED BILLING OFFICE

The designated billing office for this contract shall be U.S. Army Corps of Engineers, Greenwood Area Office, P.O. Box 946, Greenwood, Mississippi 38935-0946.

1.9 PAYMENT INVOICES

a. The Federal Acquisition Regulation requires that the "REMIT TO" address on the invoice match the "REMIT TO" address on the contract or a proper notice of assignment. The Payment Office will verify a match of the "REMIT TO" address in the contract and Contractor's invoice prior to payment. If the addresses do not match, the invoice will be determined improper and returned to the Contractor for correction and resubmission. If an invoice is improperly returned, the original invoice receipt date shall be used as the basis for determining interest to be paid in accordance with the PROMPT PAYMENT ACT.

b. Among other things, the Contract Clause PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS requires that a proper invoice for payment include substantiation of the amounts requested. As required in Office of Management and Budget, Circular A-125 (Rev.), PROMPT PAYMENT, dated December 12, 1989, substantiation of the amount requested for progress payments under construction contracts includes the following:

- (1) An itemization of the amounts requested related to the various elements of work required by the contract covered by the payment request;
- (2) A listing of the amount included for work performed by each subcontractor under the contract;
- (3) A listing of the total amount of each subcontract under the contract;
- (4) A listing of the amounts previously paid to each such subcontractor under the contract; and,
- (5) Additional supporting data in a form and detail required by the contracting officer.

c. Failure to include the above information in a Contractor's invoice will result in the invoice being considered defective under the provisions of the PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS clause of the contract, and it will be returned to the Contractor for correction and resubmission. (CEMVK-OC, 1997)

#### 1.10 TEMPORARY PROJECT FENCING

Temporary project fencing as required by Section 4, "Temporary Facilities", paragraph 04.A.04 of EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual, is not required on this project.

#### 1.11 AS-BUILT DRAWINGS

This paragraph supplements the Contract Clause SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.

a. As-Built Contract Drawings. The Contractor shall maintain two (2) half-size sets of blue-line prints of the contract drawings depicting in red a record of as-built conditions. These drawings shall be maintained in current condition at all times during the entire contract period. The blue-line drawings shall be updated daily by the Contractor showing all changes from the contract plans which are made in the work, additional information which might be uncovered in the course of construction, and information for future construction reference (such as debris disposed by burying). This information shall be recorded on the blue-line prints accurately and neatly by means of details and notes. Each month, prior to submitting a request for progress payment, the Contractor shall review the blue-line as-built drawings with the Contracting Officer, and the Contractor shall certify that the as-built drawings are accurate and up-to-date before progress payment is made. The Contractor shall deliver to the Contracting Officer two (2) complete sets of the as-built marked blue-line prints at the time of the final inspection of the project. In addition, the Contractor shall have the as-built marked prints scanned into full-size, 300 dpi TIFF (tagged image file format) black-and-white raster images and shall

deliver to the Contracting Officer two (2) complete sets on CD-ROM at the time of final inspection. The as-built drawings shall be identified by entering the words "AS-BUILT DRAWINGS" in letters at least 3/16-inch high, placed in the lower right corner of each drawing.

b. As-Built Shop Drawings. Upon completion of individual features of work, the Contractor shall revise and resubmit any shop drawings for the feature as necessary to show as-built conditions. The notation "Revised to show as-built conditions" shall be placed in red in the lower right corner of each drawing, along with the initials of a responsible company representative. Each revised as-built shop drawing or catalog cut shall be resubmitted using ENG FORM 4025, enclosed at the end of Section 01330 SUBMITTAL PROCEDURES.

c. No separate measurement or payment will be made for providing as-built drawings, as-built shop drawings, electronic drawings and plates, or for any of the work required by this clause, and all costs therefor shall be included in the applicable contract prices contained in the Bidding Schedule.

#### 1.12 PROJECT SIGN (APR 1991)

The Contractor shall fabricate, erect and maintain one sign for project identification. The sign shall be displayed and positioned for reading by passing viewers. The exact location is subject to Contracting Officer's approval. Information for the right side of the project sign shall be as follows:

Title: FLOOD CONTROL, MISSISSIPPI RIVER AND TRIBUTARIES  
(MAINTENANCE), YAZOO BASIN, SARDIS LAKE

Project: REALIGNMENT OF EXISTING BOAT LAUNCHING FACILITIES  
WYATT'S CROSSING

Contract No: DACW38-03-C-0XXX

Contractor: (Contractor's name and city)

The project identification sign shall meet the requirements specified in the U.S. Army Corps of Engineers Sign (USACES) Standards Manual, EP 310-1-6a and EP 310-1-6b. A copy of the sign standards manual is available for review at the office of the Vicksburg District Sign Program Manager and questions concerning manufacture and installation of the project identification sign may be addressed to:

Vicksburg District Sign Program Manager (Lawran Richter)  
ATTN: CEMVK-OD-MN  
4155 Clay Street  
Vicksburg, MS 39183-3435  
Telephone: (601) 631-5287

#### 1.13 MINIMUM REQUIRED INSURANCE

The following paragraph is applicable if the services involved are performed on a Government Installation. Government Installation is defined as property where the Government holds by fee simple title, by construction rights-of-way, or perpetual easement, etc., an interest in real property. See Contract Clause INSURANCE-WORK ON A GOVERNMENT INSTALLATION.

a. Workmen's Compensation and Employer's Liability Insurance. The Contractor shall comply with all applicable workmen's compensation Statutes of the State of Mississippi and shall furnish evidence of Employer's Liability Insurance in an amount of not less than \$100,000.

b. General Liability Insurance. Bodily injury liability insurance in the minimum limits of \$500,000 per occurrence on the comprehensive form of policy.

c. Automobile Liability Insurance. Minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. This insurance shall be on the comprehensive form of policy and shall cover the operation of all automobiles used in performance of the contract.

#### 1.14 WORK IN QUARANTINED AREA

The work called for by this contract involves activities in counties quarantined by the Department of Agriculture to prevent the spread of certain plant pests which may be present in the soil. The Contractor agrees that all construction equipment and tools to be moved from such counties shall be thoroughly cleaned of all soil residues at the construction site with water under pressure and that hand tools shall be thoroughly cleaned by brushing or other means to remove all soil. In addition, if this contract involves the identification, shipping, storage, testing, or disposal of soils from such quarantined area, the Contractor agrees to comply with the provisions of ER 1110-1-5, "Plant Pest Quarantined Areas and Foreign Soil Samples" attachments, a copy of which will be made available by the Contracting Officer upon request. The Contractor agrees to assure compliance with this obligation by all subcontractors.

#### 1.15 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of material with specification requirements shall be executed in accordance with Section 01330 SUBMITTAL PROCEDURES. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

#### 1.16 PROCESS FOR OBTAINING CURRENT REQUIREMENTS OF THE U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1)

Contractors are required to comply with the latest version, and all posted changes, of the U.S. Army Corps of Engineers Safety and Health Requirements Manual in effect on the issue date of this solicitation. EM 385-1-1 and changes are available on the Internet at <http://www.hq.usace.army.mil> (at the HQ home page, select "Safety and Occupational Health", and then select "EM 385-1-1" for the manual, or "Changes to EM" for the most recent changes to the manual). Prior to making an offer, offerors should check the referenced website for the latest changes. No separate payment will be made for compliance with the requirements of this paragraph, or for

compliance with other safety requirements of the contract.

#### 1.17 SAFETY SIGN

The Contractor shall fabricate, erect and maintain a safety sign at the site, as located by the Contracting Officer. The sign shall be erected as soon as practicable, but not later than 15 calendar days after the date established for commencement of work. The data required shall be current. The safety sign shall meet the requirements specified in the U.S. Army Corps of Engineers Sign (USACES) Standards Manual, EP 310-1-6a and EP 310-1-6b. A copy of the sign standards manual is available for review at the office of the Vicksburg District Sign Program Manager and questions concerning manufacture and installation of the safety sign may be addressed to:

Vicksburg District Sign Program Manager (Lawran Richter)  
ATTN: CEMVK-OD-MN  
4155 Clay Street  
Vicksburg, MS 39183-3435  
Telephone: (601) 631-5287

#### 1.18 ACCIDENT PREVENTION PLAN

Refer to Contract Clause ACCIDENT PREVENTION (Alternate I). Within 15 days after receipt of award of the contract, an Accident Prevention Plan shall be submitted to the Contracting Officer for review and acceptance. The plan shall be prepared in the following format:

- a. An executed LMV FORM 358-R, "Administrative Plan" (available upon request), see Appendix A, "Minimum Basic Outline for Accident Prevention Plan" of EM 385-1-1.
- b. An executed LMV FORM 359-R, "Activity Hazard Analysis" (available upon request), see paragraph 01.A.09 and figure 1-1 of EM 385-1-1.
- c. A copy of company policy statement regarding accident prevention.
- d. When marine plant and equipment are in use under a contract, the method of fuel oil transfer shall be submitted on LMV Form 414R Fuel Oil Transfer, (available upon request). (Refer to 33 CFR 156.)
- e. The Contractor shall not commence physical work at the site until the plan has been accepted by the Contracting Officer, or his authorized representative. At the Contracting Officer's discretion, the Contractor may submit his Activity Hazard Analysis only for the first phase of construction provided that it is accompanied by an outline of the remaining phases of construction. All remaining phases shall be submitted and accepted prior to the beginning of work in each phase. Also, refer to Section 1, "Program Management", paragraph 01.B, "Indoctrination and Training" of EM 385-1-1.

#### 1.19 DAILY INSPECTIONS

Refer to Contract Clause INSPECTION OF CONSTRUCTION. The Contractor shall perform daily safety inspections and record them on the forms approved by the Contracting Officer. Reports of daily inspections shall be maintained at the job site. The reports shall be records of the daily inspections and resulting actions. As a minimum each report shall include the following:

- a. Phase(s) of construction underway during the inspection
- b. Locations or areas inspections were made.
- c. Results of inspection, including nature of deficiencies observed and corrective actions taken, or to be taken, date, and signature of the person responsible for its contents.

#### 1.20 ACCIDENT INVESTIGATIONS AND REPORTING

Refer to EM 385-1-1, Section 1, "Program Management", paragraph 01.D, "Accident Reporting and Recordkeeping". Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported in writing to the Contracting Officer or his representative within one working day after the accident occurs.

#### 1.21 MACHINERY AND MECHANIZED EQUIPMENT

Machinery and mechanized equipment used under this contract shall comply with the following:

a. When mechanized equipment is operated on floating plant, the Contractor shall provide positive and acceptable means of preventing this equipment from moving or falling into the water. The type of equipment addressed by this clause includes front-end loaders, bulldozers, trucks (both on- and off-road), backhoes, hydraulic excavators (track hoes), and similar equipment. If the Contractor plans to use such equipment on floating plant, an activity hazard analysis must be developed for this feature of work. The plan must include a detailed explanation of the type or types of physical barriers, curbs, structures, etc., which will be incorporated to protect the operator and prevent the equipment from entering the water. Nonstructural warning devices may be considered for situations where the use of structural barriers is determined to be impracticable. The activity hazard analysis must thoroughly address the procedure and be submitted to the Corps for review and acceptance prior to start of this feature of work.

b. The stability of crawler, truck, and wheel-mounted cranes shall be assured.

(1) The manufacturer's load-rating chart may be used to determine the maximum allowable working load for each particular crane's boom angle provided a test load, with a boom angle of 20 degrees, confirms the manufacturer's load-rating table.

(2) Stability tests are required if:

(i) there is no manufacturer's load-rating chart securely fixed to the operator's cab;

(ii) there has been a change in boom or other structural member or,

(iii) there has been a change in the counterweight.

The test shall consist of lifting a load with the boom in the least stable undercarriage position and at an angle of 20 degrees above the horizontal. The test shall be conducted under close

supervision on a firm, level surface. The load that tilts the machine shall be identified as the test load. The test load moment (in ft-lbs) shall then be calculated by multiplying the horizontal distance (in ft) from the center of rotation of the machine to the test load, times the test load (in lbs). Three-fourths of this test-load moment shall then be used to compute the maximum allowable operating loads for the boom at 20, 40, 60, and 80 degrees above horizontal. From these maximum allowable operating loads, curve shall be plotted and posted in the cab of the machine in sight of the operator. These values shall not be exceeded except in the performance test described below. The test load shall never exceed 100 percent of the manufacturer's maximum rated capacity.

(3) In lieu of the test and computations above, the crane may be load tested for stability at each of the four boom positions listed above.

c. Performance tests shall be performed in accordance with Section 16, "Machinery and Mechanized Equipment" of EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Requirements Manual, except as specified below. Performance tests shall be conducted after each stability test, when the crane is placed in service on a project, and at least every 12 months.

(1) When conducting a performance load test which is required of a new crane or a crane in which load sustaining parts have been altered, replaced, or repaired (excluding replacement of the rope), the test load shall be as specified in ASME/ANSI B30 Series. That is, for overhead, gantry, portal, pillar, tower, monorail, and underhung cranes, the test load shall not exceed 125 percent of the manufacturer's load rating capacity chart at the configuration of the test; and for hammerhead tower, mobile, and floating cranes and boom trucks, the test load shall not exceed 110 percent of the manufacturer's load rating capacity chart at the configuration of the test.

(2) When conducting a performance load test which is required because a crane is reconfigured, or reassembled after disassembly, or because the crane requires an annual load test, the test loads shall not exceed 100 percent of the manufacturer's load rating capacity chart at the configuration of the test.

(3) All load tests are required to be conducted in accordance with the manufacturer's recommendations.

d. Inspections shall be made which will ensure a safe and economical operation of both cranes and draglines with inspection documented. Copies of the inspections and tests shall be available at the job site for review. All stability and performance tests on cranes and all complete dragline inspections shall be witnessed by the Contracting Officer or his authorized representative.

e. A complete dragline inspection shall be made:

(1) at least annually;

(2) prior to the dragline being placed in operation; and

(3) after the dragline has been out of service for more than 6 months.

f. All heavy equipment moved onto the worksite shall be inspected for compliance with this contract. Some MVD Inspection forms are attached at the end of this section. All completed forms, including abatement schedule of any violations, shall be maintained at the job site for continued review and update as needed.

#### 1.22 VEHICLE WEIGHT LIMITATIONS

Vehicle weight limitations for operation on rural roads and bridges may affect the prosecution of work in this contract. The Contractor will be responsible for obtaining all necessary licenses and permits in accordance with the Contract Clause PERMITS AND RESPONSIBILITIES. Current information regarding road and bridge weight limits may be obtained by contacting the Mississippi Department of Transportation and the president of the county Board of Supervisors for the counties through which equipment and materials will be transported as a result of this contract.

#### 1.23 PUBLIC UTILITIES

a. Unless otherwise specified, shown on the drawings, or stated in writing by the Contracting Officer, the Contractor shall not remove or disturb any public or private utilities. Such removals, alterations, and relocations, where necessary, will be made by others. The locations, if any, shown on the drawings for underground utilities are approximate only. The exact locations of such utilities shall be determined by the Contractor in the field prior to commencing construction operations in their vicinity.

b. The attention of the Contractor is directed to the possibility that he may encounter, within the right-of-way limits, utilities, some of which may be buried, and the existence of which is presently not known. Should any such utilities be encountered, the Contractor shall immediately notify the Contracting Officer so that he may determine whether they shall be removed, relocated, or altered. After such determination is made, the Contractor shall, if so directed by the Contracting Officer, remove, relocate, or alter them as required, and an equitable adjustment will be made in accordance with the Contract Clause CHANGES. In event the Contracting Officer arranges for such removals, alterations, or relocations to be performed by others, the Contractor shall cooperate with such others during the latter's removal, alteration, or relocation operations in accordance with the Contract Clause OTHER CONTRACTS.

#### 1.24 DAMAGE TO WORK

a. The responsibility for damage to any part of the permanent work shall be as set forth in the Contract Clause PERMITS AND RESPONSIBILITIES. However, if, in the judgement of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood (see Section 00800 SPECIAL CONTRACT REQUIREMENTS, paragraph PHYSICAL DATA, subparagraph FLOODS) or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor shall make repairs as ordered by the Contracting Officer and full compensation for such repairs to permanent work will be made at the applicable contract unit



or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, for any part of such damaged permanent work, there is no applicable contract unit or lump sum price, then an equitable adjustment pursuant to the Contract Clause CHANGES will be made as full compensation for the repairs for that part of the permanent work for which there is no applicable contract unit or lump sum price.

b. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment, and plant shall be repaired to the satisfaction of the Contracting Officer, at the Contractor's expense, regardless of the cause of such damage.

#### 1.25 ENERGY CONSERVATION

The Contractor shall ensure that construction operations are conducted efficiently and with the minimum use of energy.

#### 1.26 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

a. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with Contract Clause DEFAULT (FIXED PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this paragraph, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

##### MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

(5) (3) (4) (4) (3) (5) (3) (2) (3) (2) (4) (3)

c. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor shall record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay

days exceeds the number of days anticipated in paragraph b, above, the contracting officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with Contract Clause DEFAULT (FIXED PRICE CONSTRUCTION).

#### 1.27 CONTROL OF ACCESS TO CONSTRUCTION AREAS

a. This paragraph supplements the Contract Clauses PERMITS AND RESPONSIBILITIES and OPERATIONS AND STORAGE AREAS.

b. It shall be the responsibility of the Contractor to prevent possible injury to visitors to the project site. Only personnel engaged in contract work and others authorized by the Contracting Officer shall be permitted to enter into the construction areas. Suitable barriers, warning signs and directives shall be placed by the Contractor to direct persons not engaged in the work away from the areas of danger. The Contractor shall be responsible for effective enforcement of this paragraph during the period of this contract.

c. The work within the boat launching area shall be closed to the public during the entire contract period.

#### 1.28 MAINTENANCE OF TRAFFIC

a. The Contractor shall conduct his operations in such manner as to offer the least possible obstruction to the safe and satisfactory movement of traffic over the existing roads during the life of the contract.

b. The Contractor shall be responsible for providing, erecting, maintaining, and removal of all traffic signs, barricades, and other traffic control devices necessary for maintenance of traffic. See also paragraph entitled ACCIDENT PREVENTION PLAN and the Contract Clause entitled ACCIDENT PREVENTION.

c. All barricades, warning signs, lights, temporary signals, other devices, flag men, and signaling devices shall meet or exceed the minimum requirements of Mississippi DOT, Standard Specifications for Road and Bridge Construction. (See EM 385-1-1, U.S. Army Corps of Engineers Safety and Health Manual, Section 21, Paragraph 21.1.09.)

d. Prior to the commencement of construction operations the Contractor shall submit for the acceptance of the Contracting Officer, complete details of his proposed plans for the maintenance of traffic and access through the construction area.

e. The requirements of this paragraph shall be met by the Contractor at no additional expense to the Government.

#### 1.29 HARBOR MAINTENANCE FEE

a. Offerors or bidders contemplating use of U.S. ports in the performance of contract are subject to paying a harbor maintenance fee on cargo. Federal law establishes an ad valorem port use fee on commercial cargo imported into or exported from various U.S. ports. The fee is 0.125 percent (0.00125). Cargo to be used in performing work under contracts with the U.S. Government is not exempt from the fee, although certain exemptions do exist. Offerors are responsible

for ensuring that the applicable fee and associated costs are taken into consideration in the preparation of their offers. Failure to pay the harbor maintenance fee may result in assessment of penalties by the Customs Service.

b. The statute is at Title 26 U.S. Code section 4461 and 4462. Department of Treasury Customs Service regulations implementing the statute, including a list of ports subject to the fee, are found at 19 CFR 24.24, Harbor Maintenance Fee. Additional information may be obtained from local U.S. Customs Service Offices or by writing to the Director, Budget Division, Office of Finance, Room 6328, U.S. Customs Service, 1301 Constitution Avenue, N.W., Washington, D.C. 20229.

#### 1.30 LAKE OPERATIONS

This paragraph supplements the requirements of Section 00800 SPECIAL CONTRACT REQUIREMENTS, paragraph PHYSICAL DATA.

a. Since flood control is the authorized and primary purpose of the Yazoo Basin Lakes, the normal and customary operation of Sardis Lake will not be modified to accommodate the work under this contract.

b. During a normal year the lake elevation will be near 236.0 ft NGVD from 1 December to 15 January. It will rise to an elevation of 260.0 ft NGVD by 1 May, and remain near 260.0 ft NGVD until 1 August. The lake elevation will be drawn down to 236.0 ft NGVD by 1 December. This is the normal elevations at which the Government customarily maintains the water level in the lake, except when drought or flood conditions prevail in the area.

c. During years with above normal rainfall, the lake levels can be substantially higher than the normal levels. Since its operation began, Sardis Lake has exceeded its spillway crest on three occasions, in 1973, 1983 and 1991. A more complete history of lake stages and operations is available from the U.S. Army Engineer District, Vicksburg, 4155 Clay Street, Vicksburg, Mississippi 39183-3435.

d. In flood conditions, it is the customary practice and procedures of the Government to operate and manage the flood control storage capacity in the various lakes of the Yazoo Basin system in such a way:

(1) that approximately the same percentage of the flood control storage capacity in the various lakes will be utilized at all times, both during the progress of the flood and as it recedes; and,

(2) that flood damage to persons and property downstream from the system will be avoided, or at least minimized as much as possible.

Accordingly, in flood situations, the Government customarily endeavors to hold the flow of waters in the Yazoo River immediately downstream from the Yazoo Basin Lakes system to a maximum amount (if necessary) that the river can handle without doing substantial flood damage to persons and property downstream, and to store the surplus flood waters in the various lakes of the system, utilizing approximately the same percentage of flood control storage capacity in the various lakes.

e. As flood conditions abate, it is the customary practice and

procedure of the Government to reduce the stored flood waters in the Yazoo Basin Lakes system, on a balanced basis, until all the flood waters have been released and the lakes have reached normal operating levels.

f. The right is hereby reserved to the United States, its officers, agents, and employees to manipulate the level of the reservoir or pool in any manner whatsoever necessary to fulfill the flood control purpose of the reservoir, and the Contractor shall have no claim for damages of any character on account thereof against the United States or any officer, agent, or employee thereof.

g. The United States shall not be responsible for damages to the property of the Contractor arising from or incident to the manipulation of the level of the reservoir or pool by the Government.

#### 1.31 WORK ON BOAT LAUNCHING RAMPS

The work on the boat launching ramps shall be constructed in dry conditions during periods of low water. The Contractor is expected to diligently prosecute construction of the boat launching ramps when lake levels are suitable. If water levels at Sardis Lake cause a delay to completion of the contract, the Contractor will be granted appropriate time extensions under the Contract Clause DEFAULT (FIXED-PRICE CONSTRUCTION). Stage hydrographs shown on the contract drawings provide information of historical data regarding lake stages. High water levels or stages shall not constitute the basis for a claim against the Government.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --